



675 Wildwood Avenue

Rio Dell, CA 95562

(707) 764-3532

TO: Honorable Rio Dell City Council

FROM: Ron Henrickson, City Manager 

DATE: February 15, 2011

SUBJECT: Labor Agreements

ATTACHMENTS:

Draft labor Agreements with Rio Dell Employees' Association, Rio Dell Peace Officers Association, City Clerk, Wastewater Superintendent, Water & Roadways Superintendent, Chief of Police, City Manager, and Finance Director.

Council Action:

By motion move to approve the Agreements and authorize the City Manager to execute them with the exception of the City Manager's contract which shall be executed by the Mayor in behalf of the Council.

City Manager recommendation:

Approve all of the Agreements, with the exception of the City Manager's Agreement which is at the Council's discretion.

Background:

On January 18, 2011, the Council directed the City Manager to initiate labor negotiations. Those negotiations have been completed and attached are the draft Agreements for Council consideration. The Agreements, with the exception of the City Manager's, would be effective February 26, 2011, for the period ending June 30, 2012, the end of the fiscal year. The Agreements are principally based on the findings of the Compensation Committee Report and reflect the reorganization and

reorientation of City government recommended in the report. The City Attorney has approved the Agreements as to form.

I would like to add that it is my belief that the most valuable asset the City has is our employees. Only through their dedicated and courteous service can we accomplish the objectives established by the City Council. These Agreements represent a significant step in fairly and competitively compensating staff.

Budget Implications: As noted in the Report the proposed changes are almost budget neutral in that those reductions in costs nearly equal proposed changes in salaries and benefits. With a few exceptions salaries are pegged at eight five percent (85%) of the area's median wage as determined by the CPS Wage and Benefit Study commissioned by the Council in 2010. It is anticipated that the upcoming 2011-12 budget will balance and not require the use of reserves as in past years.

MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF RIO DELL AND
RIO DELL EMPLOYEES' ASSOCIATION

February 26, 2011 to June 30, 2012

ARTICLE 1: PREAMBLE

The City of Rio Dell hereinafter the "City," and representatives of the Rio Dell Employees' Association, hereinafter the "Association," having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Rio Dell and the general membership of the Association that the following Memorandum of Understanding (MOU) be adopted and that the terms and conditions set forth herein be implemented.

ARTICLE 2: RECOGNITION

The City Council of the City of Rio Dell hereby recognizes the Rio Dell Employees' Association as the employee organization representing the bargaining unit consisting of other than management, other than contract employees and other than Police Department employees of the City of Rio Dell.

ARTICLE 3: TERM

This MOU shall be effective February 26, 2011 and will continue in effect through June 30, 2012. In the event this MOU is not replaced by a successor MOU on or before June 30, 2012, this MOU shall be extended so long as good faith negotiations continue.

ARTICLE 4: NON-DISCRIMINATION

It is agreed that neither the City nor the Association shall discriminate against any employee because of race, national origin, age, sex, and disability or union membership.

ARTICLE 5: ASSOCIATION SECURITY

When a person is hired in any of the classifications represented by the Association, the City shall notify that person that the Rio Dell Employees Association is the recognized bargaining group for the employee by providing the employee with a copy of the current MOU. Upon receipt of an agreement and authorization for dues deduction signed by an individual employee, the City will withhold legitimate Association dues consistent with the terms of said authorization through payroll deduction and will remit funds so collected to the employee Association on a quarterly basis.

The City shall provide and the Association shall have access to available bulletin board space in employee work areas for the purposes of posting notices of official Association business and information of interest to employees.

Duly appointed and identified representatives of the Association are authorized access to City work locations for the purpose of conducting Association business within the scope of representation. Conduct of

business shall occur during employee lunch and other non-duty time, unless otherwise authorized by the City Manager. The Association will notify the City Manager in advance when any City facility is requested to be used for employee meetings.

Employees of the City of Rio Dell other than management or contract employees and Police Department employees, are required to either join the Rio Dell Employees' Association or pay the Rio Dell Employees' Association a service fee in an amount not to exceed the dues paid by members of the Association. However, any employee of the City of Rio Dell represented by the Rio Dell Employees' Association who is a member of a bona fide religious body or sect, which has historically held conscientious objection to joining or financially supporting public employment organizations, shall not be required to join or financially support the Rio Dell Employees' Association as a condition of employment. Such employees shall be required to pay a sum equal to Association dues to a non-religious, non-labor, charitable fund exempt from taxation under Section 501(c)(3) of the IRS Code as designated by the objecting employee.

ARTICLE 6: TIME OFF FOR ASSOCIATION BUSINESS

The Association shall notify the City Manager of the names of representatives selected to represent the Association prior to any formal meet and confer session or grievance process. A maximum of three employees shall be allowed reasonable time off, subject to approval of the employee's Department Head, which shall not be unreasonably withheld, without loss of compensation or other benefits when formal meeting with City representatives on matters within the scope of representation.

ARTICLE 7: EMPLOYEE HEALTH & SAFETY

In order to provide a safe and healthy work place each party hereto shall comply with all applicable State and Federal laws establishing minimum standards for occupational health and safety.

ARTICLE 8: SALARY SCHEDULE

Effective February 26, 2011, the salary schedule for employees represented by the Association shall be as follows:

Job Title	Salary Range				
	A	B	C	D	E
Accountant II	\$ 46,821	\$ 48,316	\$ 49,810		
Administrative Assistant	\$ 27,108	\$ 28,032	\$ 28,956	\$ 29,880	\$ 30,804
Administrative Technician	\$ 32,906	\$ 34,028	\$ 35,149	\$ 36,271	\$ 37,393
Fiscal Assistant I	\$ 26,718	\$ 27,629	\$ 28,539	\$ 29,450	\$ 30,361
Fiscal Assistant II	\$ 29,953	\$ 30,974	\$ 31,995	\$ 33,016	\$ 34,037
Office Assistant	\$ 22,181	\$ 22,937	\$ 23,694	\$ 24,450	\$ 25,206
Public Works Leadman	\$ 30,967	\$ 32,023	\$ 33,079	\$ 34,134	\$ 35,190
Utility Worker I	\$ 24,468	\$ 25,303	\$ 26,137	\$ 26,971	\$ 27,805
Utility Worker II	\$ 26,928	\$ 27,846	\$ 28,764	\$ 29,682	\$ 30,600

ARTICLE 9: TRAINING

The City Manager and Department Heads will work with Association representatives on training needs for represented employees. The City of Rio Dell will pay for travel time to approved training as shown:

1. If driving the rate is one (1) hour of regular pay per each fifty – (50) miles traveled. The distance shall be rounded down to determine amount of pay. Example a trip of 45 miles would not be paid. A trip of 75 miles would pay one (1) hour. Mileage will be via the most direct route.
2. If flying the rate is one (1) hour of regular pay per each hour of flight time rounded down to the nearest (1/2) on half-hour. In addition one (1) hour of regular pay per authorized trip shall be paid for getting to and from the airport. Flight time will be via the most direct route.
3. Travel time does not count for over time or compensatory time.

ARTICLE 10: INSURANCE

MEDICAL, DENTAL AND VISION INSURANCE: Medical, dental, life and vision insurance benefits shall be provided by the City for all employees of this unit and their dependents. The contribution amount by the City will be 100% of the premium for the employee and 70% of the premium for their dependents until June 30th, 2012. Should the City choose alternative medical coverage during the effective period of this MOU, that alternative insurance shall be of equal or greater comprehensive coverage, than that which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125.00 a pay period for health, vision and dental coverage. Proof of health insurance must be provided to employer.

LIFE INSURANCE: A \$25,000 life insurance policy shall be provided by the City for each regular employee of the unit during the term of employment with the City and the period of this Memorandum of Understanding, except the Accountant II who shall receive \$50,000 coverage.

ARTICLE 11: DEFERRED COMPENSATION

The deferred compensation plan is the retirement program for the City at this time. The City shall contribute ten percent (10%) of the employee's salary for regular hours worked to a deferred compensation Plan.

ARTICLE 12: SICK LEAVE

Sick leave earnings at the rate of eight hours per month shall be granted. Rules pertaining to the use of sick leave are detailed in the Rio Dell Personnel Rules.

Upon the employee's separation from City service, he or she shall be paid for any accrued sick leave beginning after five years of full time employment based upon the following schedule:

5 – 7 years	-	10%
8 – 12 years	-	15%
13 – 20 years	-	20%
21 + years	-	25%

The amount paid out under this Article shall not exceed 240 hours.

ARTICLE 13: JURY DUTY

An employee who is required to report for jury duty shall receive full pay for such absence from work. Mileage expenses will be paid to the employee by the court directly and are therefore ineligible for reimbursement by the City. Upon being excused from jury duty, if four or more hours are left in the employee's workday the employee shall report back to work. The employee shall provide the employer documentation from the court detailing the time served for each day the employee is required to report for jury duty.

ARTICLE 14: VACATION LEAVE

All full-time employees shall be entitled to annual vacation leave with full pay. The times during which an employee may take vacation time shall be determined by the Department Head with due regard for the employee's request. No accrued vacation time may be used prior to completion of probation, unless authorized by the City Manager. Vacation leave shall be taken in minimum increments of four hours. All employees shall accrue vacation pursuant to the following schedule, based on continuous years of service:

Tenure Greater than <u>Or equal to:</u>	<u>Less than:</u>	Vacation hours <u>per year</u>	Vacation hours per <u>pay period</u>
Date of hire	6 full years	80	3.077
6 full years	11 full years	120	4.615
11 full years	16 full years	160	6.154
16 full years	17 full years	168	6.462
17 full years	18 full years	176	6.769
18 full years	19 full years	184	7.077
19 full years	20 full years	192	7.385
20+ full years		200	7.692

Employees who terminate employment shall be entitled to receive vacation leave pay in a lump sum for all accrued vacation leave earned prior to the effective date of termination not to exceed the one year accrual limit up to a maximum of 120 hours.

Holidays occurring during vacation leave shall not be counted as days of vacation. Vacation credit shall continue to accrue when an employee is on vacation or the first thirty days of sick leave. Employees shall not be recalled from vacation time unless the City has declared that a state of emergency exists.

SECTION 15. ACCRUED VACATION LEAVE

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum, the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

SECTION 16. VACATION LEAVE BUYOUT

Employee shall be paid for all accrued vacation time above eighty (80) hours as of the pay period ending February 25th, 2011, at the rate of pay in effect prior to the effective date of this Agreement.

ARTICLE 17: HOLIDAYS

The following days shall be recognized and observed as paid holidays during the fiscal year:

1. New Year's Day, January 1
2. Martin Luther King, Jr. Day, third Monday in January
3. Presidents' Day, third Monday in February
4. Memorial Day, last Monday in May
5. Independence Day, July 4th
6. Labor Day, first Monday in September
7. Veterans' Day, November 11th
8. Thanksgiving Day, fourth Thursday in November
9. Friday following Thanksgiving Day
10. Christmas Day, December 25th
11. Day before or after Christmas Day
12. One Floating Holiday per Fiscal Year

The Association shall inform the City Manager at least thirty days prior to December 25 regarding the choice to take the day before or day after Christmas as a holiday. When a holiday falls on a Saturday, the proceeding Friday shall be a paid holiday. When a holiday falls on a Sunday, the Monday following shall be a paid holiday.

An Association employee required to work on a holiday provided for herein, shall receive holiday pay which shall be either:

1. Their regular pay plus compensatory time off at the rate of one hour of compensatory time for each hour worked.
2. Their regular rate of pay plus one hour of pay for each hour worked.

ARTICLE 18: OVERTIME

Overtime shall mean the time that an employee is required to work in excess of forty hours per week in accordance with the California labor code. The workweek shall begin at 12:01 am on Saturday each week. Employees required to work more than forty hours in a workweek shall be eligible for overtime pay at one and one-half time their regular rate of pay or compensatory time off at the option of the employee. Compensatory time shall accrue at the rate of time and one-half to a maximum amount not to exceed twelve hours. In the event of an occurrence which required an extraordinary amount of overtime the City Manager can approve an increase in the maximum amount of compensatory time accrued and a reasonable extension of time in which to use it. An employee desiring to use earned compensation time off must first obtain department head approval, which will not be unreasonably withheld. Compensation time off-hours shall be paid to an employee upon separation from City service.

ARTICLE 19: PUBLIC WORKS SCHEDULING

Public Works employee work weeks shall be scheduled at least 14 days in advance with due consideration given to factors such as seniority and qualifications when scheduling Saturday, Sunday and holiday duty.

ARTICLE 20: STAND-BY AND CALL-OUT

An employee called-out for work during off duty hours shall be compensated with a minimum of two hours of overtime, regardless of actual hours worked. An employee required to be on call after hours shall be compensated \$100.00 for every seven (7) days of on call duty regardless of actual hours worked. A second on-call employee shall be compensated \$50.00 for every seven (7) days of on-call duty, regardless of actual hours worked.

ARTICLE 21: ACTING PAY

An employee covered by this MOU shall only be required to perform the supervisory duties of his or her supervisor when the supervisor is absent from the position and upon specific written assignment by the City Manager. Employees so assigned shall be compensated at an additional rate of one-half the difference between his or her pay and that of the supervisor; provided, however, that the employee shall only receive such additional compensation when the assignment is for eleven work days or more. The City shall not rotate employee shifts for the purpose of avoiding payment of such compensation.

ARTICLE 22: UNIFORM AND SAFETY EQUIPMENT

Whenever a full-time Public Woks employee is required to have, or while on duty, wear protective clothing as defined by IRS Publication 529, he or she shall be reimbursed for the purchase of said protective gear in an amount not to exceed \$325 per year upon presentation of applicable expense receipts. Protective clothing as defined by the IRS includes: safety boots, safety glasses, hard hats, work gloves, etc.

ARTICLE 23: LAYOFF AND RE-EMPLOYMENT

Whenever it becomes necessary for employees to be laid off because of lack of work or lack of funds, all probationary employees of the department shall be laid-off before any regular full-time employees. If additional reductions are necessary, regular full-time employees shall be laid off in reverse order of their seniority within a department in the same job classification. Employees laid off shall be given written notice of such layoff at least thirty days prior to the effective date of the layoff. The names of employees laid off shall be placed on a re-employment list for the position. Persons on such lists shall retain eligibility for appointment there from in order of accumulated seniority for a period of two years from the date their names were placed on the list. Persons notified for rehire must respond in writing to such notice within seven calendar days of receiving such notification. Notice shall be deemed to have been received when sent to the last known address on file with the City and attempted delivery or delivery is certified by the Postal Service.

SECTION 24: AUTOMOBILE

For those employees who are required to have a valid driver's license and operate City vehicles failure to maintain a valid driver's license or failure to maintain an insurable driving standard as defined by City's insurance coverage shall be cause for termination. Subject employees shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

If employee's duties require that they have the use of employee's automobile to perform Employer's business. Employee's use of their private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the IRS. Subject to all of the provisions of City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Proof of said insurance in force during the period of employment must be provided to employer. Failure to maintain a valid driver's license shall be cause for termination.

ARTICLE 25: PERSONNEL RULES APPLICABLE

Rather than duplicate personnel rules applicable to all employees, this article incorporates by reference the Rio Dell Personnel Rules Resolution and Rio Dell Employer-Employee Organization Relations Resolution regarding the following subjects: Disciplinary Actions, Grievance Procedure, Impasse Procedure, Counseling and Unfavorable Reports, Employee Performance Evaluation, Personnel Files, Family Sick Leave and Bereavement Leave, Leave of Absence, Maternity Leave and Worker's Compensation Leave.

ARTICLE 26: MAINTENANCE OF BENEFITS

All written rights, privileges, benefits, terms and conditions of employment within the scope of representation as of the date of this MOU which are not specifically set forth in this MOU shall remain in

full force, unchanged during the term of this MOU except by mutual consent or otherwise allowed or required by law.

ARTICLE 27: IMPLEMENTATION

This MOU constitutes a mutual recommendation by the parties, to the City Council, that one or more resolutions be adopted accepting this Memorandum and effecting the changes enumerated herein relative to wages, benefits, and terms and conditions of employment for the employees represented by the Association. During the term of this MOU, the City and the Association shall not be obligated to, but may by mutual consent, meet and confer on any matter within the scope of representation pursuant to provisions of the Myers-Millias-Brown Act.

ARTICLE 28: PRECEDENCE

Any and all prior or existing MOUs are hereby superseded. In the event of an express written conflict between a specific written provision of this MOU and a written rule, regulation or resolution of the City of Rio Dell, the terms of this MOU shall prevail and said written rule, regulation or resolution shall be deemed physically amended to conform to the specific provisions of this MOU.

ARTICLE 29: CONSITUTIONALITY

If any article, subsection, subdivision, sentence, clause or phrase of this MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this MOU.

This Memorandum of Understanding represents the full and complete understanding between the parties related to the subject matter set forth herein and all negotiations of whatever kind or nature are merged herein. The parties hereto have caused this Memorandum of Understanding to be executed.

**RIO DELL EMPLOYEES'
ASSOCIATION**

CITY OF RIO DELL

Carla Ralston, President Date

Ron Henrickson, City Manager Date

Kathy Cezario, Secretary-Treasurer Date

Approved as to form:

David E. Martinek, City Attorney Date

**CITY OF RIO DELL
FINANCE DIRECTOR
CONTRACT AGREEMENT**

This employment agreement, is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the “Employer” and **Stephanie Beauchaine**, hereinafter referred to as “Employee”, both of whom understand as follows:

WHEREAS, Employer desires to employ the services of said Stephanie Beauchaine as **Finance Director** of the City of Rio Dell; and

WHEREAS, it is the desire of the **EMPLOYER**, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as the Finance Director of the said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

Employer hereby agrees to employ **Stephanie Beauchaine as Finance Director** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the City Manager shall from time to time assign.

SECTION 2. TERM

This Agreement shall remain in effect through June 30, 2012 or until Employee’s term of employment is dissolved per the description provided in Section 3 of this agreement, or by the voluntary resignation of Employee. Employee understands he will provide Employer with thirty (30) days of notice prior to resignation. This Agreement may be superseded by subsequent agreements made between Employee and Employer at mutually acceptable times throughout Employee’s term of Employment.

- a. **Limitation on Termination.** Notwithstanding any other provisions of this contract set forth herein the Finance Director shall not be removed from office, during, or within a ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the Finance Director in the performance of the powers and duties of his office. In the case of termination the Finance Director shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time. “Severance” shall be paid according to the following schedule:

Years of Service

0-1 year
1-2 years
2-3 years
3-4 years

Severance Pay

2 months
3 months
4 months
5 months

b. **Severance exception.** Should the Finance Director be terminated for cause or as a result of a conviction or plea of no contest to a felony, no severance pay would be provided upon termination. If the Finance Director voluntarily left employment with the City of Rio Dell no severance pay would be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL

The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell pursuant to Section 2 above or to the provisions of City of Rio Dell ordinances.

SECTION 4. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incompetence, or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) day working period, Employer shall have the option to terminate this Agreement subject to the pay requirements of Section 2 above. However, Employee shall be compensated for accrued vacation, holidays, and other accrued benefits.

SECTION 5. SALARY

Employer agrees to pay Employee for her services rendered an annual salary of Sixty Seven Thousand Four Hundred Seventy Three Dollars (67,473.00) per year, payable in installments at the same time as other employees of Employer are paid.

SECTION 6. PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee not later than nine months from the effective date of this contract using such procedures as he/she determines appropriate. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives determined necessary for the proper operation of the Department and City. In the attainment of policy objectives, the relative priority among those various goals and objectives shall be reduced to writing and considered as part of the annual performance review.

SECTION 7. HOURS OF WORK

It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off other than eighty (80) hours of executive leave. Employer through the City Manager may accommodate a flexible schedule in the form of a modified work week and/or working from home so long as the City Manager determines that the needs of the City are adequately met.

SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES

Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employees time off. Employees shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior approval of the City Manager.

SECTION 9. AUTOMOBILE

Employee's duties require that she shall have the use at all times during her employment with Employer an automobile to perform Employer's business. Employee's use of her private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the IRS. Subject to all of the provisions of City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Proof of said insurance in force during the period of employment must be provided to employer. Failure to maintain a valid driver's license shall be cause for termination.

SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME

Employee will receive eighty (80) hours of executive leave each fiscal year. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

Employee may be paid any unused portion on the first pay period of December and/or the first pay period of June. Employee will accrue sick leave eight (8) hours each calendar month, and vacation time as follows:

<u>Years of Service</u>	<u>Hours per Year</u>
One to three (1-3)	80 hours
Four to ten (4-10)	120 hours
Eleven to fifteen (11-15)	160 hours
Sixteen to twenty (16-20)	200 hours

Employee shall also be entitled to the same paid holidays granted to the Rio Dell Employees' Association.

SECTION 11. ACCRUED VACATION LEAVE

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum, the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

SECTION 12. VACATION LEAVE BUYOUT

Employee shall be paid for all accrued vacation time above eighty (80) hours as of the pay period ending February 25th, 2011, at the rate of pay in effect prior to the effective date of this Agreement.

SECTION 13. WORK RELATED EXPENSES REIMBURSEMENT

Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee as approved by the City Manager. Employee shall submit an itemization schedule of his out-of-pocket expenses to the City Manager in writing in the form of a purchase order for payment. Employer also agrees to pay employee a monthly cell phone allowance to ensure employee is contactable at all times. Employee must maintain cell phone service. The City's cell phone policy established by separate Resolution of the City Council is applicable in all regards for Employee.

SECTION 14. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT

Medical, Dental and Vision Insurance shall be provided for the Finance Director as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the employee and 70% of the total premium costs for employee's dependents, depending on their age and status as a student as provided in the plan document. Should the City choose alternative medical coverage during the effective period of this agreement, that alternative insurance shall be of equal or greater comprehensive coverage, than which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for health, vision and dental coverage. Proof of health insurance must be provided to employer.

SECTION 15. DEFERRED COMPENSATION

The Employer does not participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to twelve percent (12%) of the Employee's salary to the Deferred Compensation Plan.

SECTION 16. LIFE INSURANCE

A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Seventy Five Thousand Dollars (\$75,000.00) shall be provided by the Employer for the Employee.

SECTION 17. AGREEMENT EFFECTIVE

This Employment Agreement shall become effective February 26, 2011 and shall remain in effect through June 30, 2012, subject to changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 18. INDEMNIFICATION

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Finance Director.

Employer will attempt to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 19. BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 20. DUES AND SUBSCRIPTIONS

Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manager written material and information distributed by the said associations.

SECTION 21. LICENSING AND TRAINING

Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

SECTION 22. TRAVEL EXPENSES

Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business, provided that the Finance Director has first secured prior authorization and approval for said travel and training expenses from City Manager.

SECTION 23. ATTORNEY'S FEES

Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

SECTION 24. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Manager shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee.

SECTION 25. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER

**Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562**

EMPLOYEE

**Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562**

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

SECTION 26. GENERAL PROVISIONS

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee
- C. This Agreement shall become effective commencing immediately, subject to Section 17 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this Agreement, both in duplicate.

EMPLOYEE

Stephanie Beauchaine, Finance Director Date

EMPLOYER

Ron Henrickson, City Manager Date

Approved as to form:

David E. Martinek, City Attorney Date

**CITY OF RIO DELL
WASTEWATER SUPERINTENDENT
CONTRACT AGREEMENT**

This employment agreement, is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **John R. Chicora Jr.**, hereinafter referred to as "Employee", both of whom understand as follows:

WHEREAS, Employer desires to employ the services of said **John Chicora** as **Wastewater Superintendent** of the City of Rio Dell; and

WHEREAS, it is the desire of the **EMPLOYER**, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as the Wastewater Superintendent of the said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

Employer hereby agrees to employ **John Chicora** as **Wastewater Superintendent** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the Wastewater Superintendent shall from time to time assign.

SECTION 2. TERM

This Agreement shall remain in effect through June 30, 2012 or until Employee's term of employment is dissolved per the description provided in Section 3 of this agreement, or by the voluntary resignation of Employee. Employee understands he will provide Employer with thirty (30) days of notice prior to resignation. This Agreement may be superseded by subsequent agreements made between Employee and Employer at mutually acceptable times throughout Employee's term of Employment.

- a. **Limitation on Termination.** Notwithstanding any other provisions of this contract is set forth herein the Wastewater Superintendent shall not be removed from office, during, or within a ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the Wastewater Superintendent in the performance of the powers and duties of his office. In the case of termination the Wastewater Superintendent shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time. "Severance" shall be paid according to the following schedule:

**Years of Continuous
Service**

Severance Pay

0-1 year	2 months
1-2 years	3 months
2-3 years	4 months
3-4 years	5 months

b. **Severance exception.** Should the Wastewater Superintendent be terminated for cause or as a result of a conviction or plea of no contest to a felony no severance pay would be provided upon termination. If the Wastewater Superintendent voluntarily left employment with the City of Rio Dell no severance pay would be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL

The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell pursuant to Section 2 above or to the provisions of City of Rio Dell ordinances.

SECTION 4. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incompetence, or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) day working period, Employer shall have the option to terminate this Agreement subject to the pay requirements of Section 2 above. However, Employee shall be compensated for accrued vacation, holidays, and other accrued benefits.

SECTION 5. SALARY

Employer agrees to pay Employee for his services rendered an annual salary of fifty one thousand two hundred thirty-five dollars (\$51,235.00) starting February 26, 2011 and payable in installments at the same time as other employees of Employer are paid.

SECTION 6. PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee not later than nine months from the effective date of this contract. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Department and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

SECTION 7. HOURS OF WORK It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off.

SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES

Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employees time off. Employees shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior approval of the City Manager.

SECTION 9. AUTOMOBILE

Employee's duties require that she/he shall have the use at all times during her employment with Employer an automobile to perform Employer's business. Employee's use of his/her private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the IRS. Subject to the provisions of the City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Failure to maintain a valid driver's license or failure to maintain insurable driving standard as defined by City's insurance coverage shall be cause for termination. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME

Employee will receive eighty (80) hours of executive leave each fiscal year. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

Employee may be paid any unused portion on the first pay period of December and/or the first pay period of June. Employee will accrue sick leave at 8.00 hours each calendar month, and vacation time as follows:

<u>Years of Continuous Service</u>	<u>Hours per Year</u>
One to three (1-3)	80 hours
Four to ten (4-10)	120 hours
Eleven to fifteen (11-15)	160 hours
Sixteen to Twenty (16-20)	200 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' Association.

SECTION 11. ACCRUED VACATION LEAVE

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum, the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

SECTION 12. VACATION LEAVE BUYOUT

Employee shall be paid for all accrued vacation time above eighty (80) hours as of the pay period ending February 25, 2011, at the rate of pay in effect prior to the effective date of this Agreement.

SECTION 13. WORK RELATED EXPENSES REIMBURSEMENT

Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee, and a \$500.00 annual clothing allowance payable \$125.00 quarterly, as may be approved by the Employer. Employee shall submit an itemization schedule of his out-of-pocket expenses to the City Manager in writing in the form of a purchase order for payment. Employer also agrees to pay employee a monthly cell phone allowance to ensure employee can be contacted at all times. Employee must maintain cell phone service. The City's cell phone policy established by separate Resolution of the City Council is applicable in all regards for Employee.

SECTION 14. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT

Medical, Dental and Vision Insurance shall be provided for the Wastewater Superintendent as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the employee and 70% of the total premium costs for employee's dependents, depending on their age and status as a student as provided in the plan document. Should the City choose alternative medical coverage during the effective period of this agreement, that alternative insurance shall be of equal or greater comprehensive coverage, than which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for health, vision and dental coverage. Proof of health insurance must be provided to employer.

SECTION 15. DEFERRED COMPENSATION

The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to twelve percent (12%) of the Employee's salary to the Deferred Compensation Plan.

SECTION 16. LIFE INSURANCE

A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Fifty Thousand Dollars (\$50,000.00) shall be provided by the Employer for the Employee.

SECTION 17. AGREEMENT EFFECTIVE

This Employment Agreement shall become effective February 26, 2011 and shall remain in effect through June 30, 2012, subject to changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 18. INDEMNIFICATION

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Wastewater Superintendent. Employer will attempt to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 19. BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 20. DUES AND SUBSCRIPTIONS

Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manager written material and information distributed by the said associations.

SECTION 21. LICENSING AND TRAINING

Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

SECTION 22. TRAVEL EXPENSES

Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business, provided that the City Manager has first approved and authorized said travel and training expenses.

SECTION 23. ATTORNEY'S FEES

Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

SECTION 24. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Manager may fix any such other terms and conditions of employment, not in conflict with City Ordinances, Rules or Policies, as he/she may determine from time to time, relating to the performance of Employee.

SECTION 26. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER

**Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562**

EMPLOYEE

**Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562**

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

SECTION 27. GENERAL PROVISIONS

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee
- C. This Agreement shall become effective commencing immediately, subject to Section 17 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this Agreement, both in duplicate.

EMPLOYEE

John R. Chicora Jr.,
Wastewater Superintendent

Date

EMPLOYER

Ron Henrickson
City Manager

Date

Approved as to form:

David E. Martinek, City Attorney

Date

**CITY OF RIO DELL
WATER & ROADWAYS SUPERINTENDENT
CONTRACT AGREEMENT**

This employment agreement, is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **Randy Jensen**, hereinafter referred to as "Employee", both of whom understand as follows:

WHEREAS, Employer desires to employ the services of said **Randy Jensen** as **Water & Roadways Superintendent** of the City of Rio Dell; and

WHEREAS, it is the desire of the **EMPLOYER**, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as the Water & Roadways Superintendent of the said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

Employer hereby agrees to employ **Randy Jensen as Water & Roadways Superintendent** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the Water & Roadways Superintendent shall from time to time assign.

SECTION 2. TERM

This Agreement shall remain in effect through June 30, 2012 or until Employee's term of employment is dissolved per the description provided in Section 3 of this agreement, or by the voluntary resignation of Employee. Employee understands he will provide Employer with thirty (30) days of notice prior to resignation. This Agreement may be superseded by subsequent agreements made between Employee and Employer at mutually acceptable times throughout Employee's term of Employment.

- a. **Limitation on Termination.** Notwithstanding any other provisions of this contract is set forth herein the Water & Roadways Superintendent shall not be removed from office, during, or within a ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the Water & Roadways Superintendent in the performance of the powers and duties of his office. In the case of termination the Water & Roadways Superintendent shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time. "Severance" shall be paid according to the following schedule:

Years of Continuous

Service

Severance Pay

0-1 year	2 months
1-2 years	3 months
2-3 years	4 months
3-4 years	5 months

b. **Severance exception.** Should the Water & Roadways Superintendent be terminated for cause or as a result of a conviction or plea of no contest to a felony no severance pay would be provided upon termination. If the Water & Roadways Superintendent voluntarily left employment with the City of Rio Dell no severance pay would be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL

The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell pursuant to Section 2 above or to the provisions of City of Rio Dell ordinances.

SECTION 4. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incompetence, or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) day working period, Employer shall have the option to terminate this Agreement subject to the pay requirements of Section 2 above. However, Employee shall be compensated for accrued vacation, holidays, and other accrued benefits.

SECTION 5. SALARY

Employer agrees to pay Employee for his services rendered an annual salary of fifty seven thousand six hundred thirty-nine dollars (\$57,639.00) starting February 26, 2011 and payable in installments at the same time as other employees of Employer are paid.

SECTION 6. PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee not later than nine months from the effective date of this contract. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Department and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

SECTION 7. HOURS OF WORK It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off.

SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES

Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employees time off. Employees shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior approval of the City Manager.

SECTION 9. AUTOMOBILE

Employee's duties require that she/he shall have the use at all times during her employment with Employer an automobile to perform Employer's business. Employee's use of his/her private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the IRS. Subject to the provisions of the City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Proof of said insurance in force during the period of employment must be provided to employer. Failure to maintain a valid driver's license or failure to maintain insurable driving standard as defined by City's insurance coverage shall be cause for termination. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME

Employee will receive eighty (80) hours of executive leave each fiscal year. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

Employee may be paid any unused portion on the first pay period of December and/or the first pay period of June. Employee will accrue sick leave at 8.00 hours each calendar month, and vacation time as follows:

<u>Years of Continuous Service</u>	<u>Hours per Year</u>
One to three (1-3)	80 hours
Four to ten (4-10)	120 hours
Eleven to fifteen (11-15)	160 hours
Sixteen to Twenty (16-20)	200 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' Association.

SECTION 11. ACCRUED VACATION LEAVE

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum, the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

SECTION 12. VACATION LEAVE BUYOUT

Employee shall be paid for all accrued vacation time above eighty (80) hours as of the pay period ending February 25th, 2011, at the rate of pay in effect prior to the effective date of this Agreement.

SECTION 13. WORK RELATED EXPENSES REIMBURSEMENT

Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee, and a \$500.00 annual clothing allowance payable \$125.00 quarterly, as may be approved by the Employer. Employee shall submit an itemization schedule of his out-of-pocket expenses to the City Manager in writing in the form of a purchase order for payment. Employer also agrees to pay employee a monthly cell phone allowance to ensure employee can be contacted at all times. Employee must maintain cell phone service. The City's cell phone policy established by separate Resolution of the City Council is applicable in all regards for Employee.

SECTION 14. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT

Medical, Dental and Vision Insurance shall be provided for the Water and Roadways Superintendent as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the employee and 70% of the total premium costs for employee's dependents, depending on their age and status as a student as provided in the plan document. Should the City choose alternative medical coverage during the effective period of this agreement, that alternative insurance shall be of equal or greater comprehensive coverage, than which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for health, vision and dental coverage. Proof of health insurance must be provided to employer.

SECTION 15. DEFERRED COMPENSATION

The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to twelve percent (12%) of the Employee's salary to the Deferred Compensation Plan.

SECTION 16. LIFE INSURANCE

A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Fifty Thousand Dollars (\$50,000.00) shall be provided by the Employer for the Employee.

SECTION 17. AGREEMENT EFFECTIVE

This Employment Agreement shall become effective February 26, 2011, and shall remain in effect through June 30, 2012, subject to changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 18. INDEMNIFICATION

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an

alleged act or omission occurring in the performance of Employee's duties as Water & Roadways Superintendent. Employer will attempt to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 19. BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 20. DUES AND SUBSCRIPTIONS

Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manager written material and information distributed by the said associations.

SECTION 21. LICENSING AND TRAINING

Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

SECTION 22. TRAVEL EXPENSES

Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business, provided that the City Manager has first approved and authorized said travel and training expenses.

SECTION 23. ATTORNEY'S FEES

Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

SECTION 24. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Manager may fix any such other terms and conditions of employment, not in conflict with City Ordinances, Rules or Policies, as he/she may determine from time to time, relating to the performance of Employee.

SECTION 25. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER
Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562

EMPLOYEE
Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562

SECTION 27. GENERAL PROVISIONS

- IN WITNESS WHEREOF**, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this Agreement, both in duplicate.

Jensen Randy, _____ Date _____
Water & Roadways Superintendent

Ron Henrickson, City Manager Date _____

David E. Martinek, City Attorney _____ Date _____

CITY OF RIO DELL
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RIO DELL
AND THE
RIO DELL PEACE OFFICERS ASSOCIATION

February 26, 2011 through June 30th, 2012

ARTICLE I - GENERAL

1. This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into by representatives of the **City of Rio Dell**, hereafter referred to as the "**City**"; and representatives of the **Rio Dell Peace Officers Association**, hereafter referred to as "**Association**."
2. **RECOGNITION:** Under the Provisions of Resolution No. 570, The City Council of the City of Rio Dell hereby recognizes the Association as the employee organization representing the bargaining unit consisting of the City classifications of Sergeant and Police Officer.
3. **PERSONNEL RULES AND REGULATIONS:** All terms and conditions of the City of Rio Dell Personnel Rules shall apply to this MOU. This MOU is intended to supplement the Personnel Rules and Regulations for the Unit represented by this MOU. In the event there is a conflict between the City Personnel Rules and Regulations and this MOU, the terms of the MOU shall apply.
4. **NON-DISCRIMINATION:** The City and the Association shall comply with all applicable state and federal laws prohibiting discrimination as provided for in the City of Rio Dell Police Department's General Orders and Special Orders directly relating to matters within the scope of representation.
5. **MEET AND CONFER:** Meet and confer sessions shall be set, subject to mutual agreement, as to date, time and place, as authorized by the City of Rio Dell Personnel Rules. Representing of the City as part of the negotiating team, will be the City Manager. The Association will be represented by a negotiation team designated by the Association President.
6. **AGREEMENT COPIES:** Copies of this Agreement, the Personnel Rules and Regulations of the City of Rio Dell and the Regulations of the City of Rio Dell Police Department shall be made available to all employees of this Unit.
7. **MAINTENANCE OF BENEFITS:** All written rights, privileges, benefits, terms and conditions of employment within the scope of the representation as of this date of this agreement, which are not specifically set forth in this agreement shall remain in full force unchanged during the term of this agreement except by mutual consent, or as otherwise allowed or required by law.
8. **MEMBERSHIP DUES:** Sworn and non-sworn members of the Association shall pay the same dollar amount each pay period as dues to cover administrative costs of the Association including but not limited to membership in PORAC, participation in the PORAC Legal Defense Fund, charitable contributions, and other expenditures as determined by a majority vote of the membership. The City agrees to facilitate the collection of membership dues through payroll deductions and to deposit those funds into the Association's bank account.

ARTICLE II - TERMS

The following terms when used in this Memorandum of Understanding shall have the following meaning:

1. **"ASSOCIATION"** shall mean the Rio Dell Peace Officers Association.
2. **"CITY"** shall mean the City of Rio Dell, California.
3. **"MOU"** or "Memorandum of Understanding" shall mean this document entered into by representatives of the City and the Association.
4. **"PERSONNEL RULES"** shall mean the Personnel Rules of the City of Rio Dell, California adopted by the City Council by Resolution No. 570 and may be amended.
5. **"FULL TIME EMPLOYEE"** or "FULL TIME POLICE OFFICER" shall mean a member of the unit covered by this Memorandum of Understanding who is employed by the City of Rio Dell for a scheduled period of 80 hours or more per work period in a position authorized by the Rio Dell City Council.
6. **"WORK PERIOD"** shall mean a period of 80 hours in two consecutive work weeks.
7. **"COMPENSATORY TIME OFF (CTO)"** shall mean a period of time that is worked to be taken off at another time in lieu of pay.
8. **"UNIT"** shall mean all employees, members and non-members, represented by the Association.
9. **"SWORN EMPLOYEE"** shall mean a member of the association with peace officer powers as defined by the California Penal Code.

ARTICLE III - WORKING CONDITIONS

EMPLOYEES HEALTH AND SAFETY: In order to provide a safe and healthy workplace, each party hereto shall comply with all applicable state and federal laws establishing minimum standards for occupational health and safety.

Work Schedules: The City and the Association agree that the Chief of Police may utilize weekly work schedules of ten (10) eight (8) hours days, eight (8) nine (9) and one (1) eight (8) hour day(s), or eight (8) ten (10) hour days, or six (12) and one (8) for scheduling police department employees. The Chief may modify this arrangement to fulfill the needs of the department as they arise.

ARTICLE IV - PROBATION

Probation for original appointments of the Police Department shall not be less than 12 months. However, said probationary evaluation period may be extended where any cumulative absence during the probationary period from the performance of the employee's usual duties is in excess of 80 hours. In calculating said 80 hours, absences attributed to utilization of holiday time, bereavement leave and compensatory time off shall be excluded. If extended under the provisions of this article, the probationary period extension shall be a minimum of one month or an amount of time not less than the total number of hours absent during the probationary period which necessitated implementation of this article, whichever is greater.

ARTICLE V - COMPENSATION

1. WAGES AND SALARIES: The following positions shall be paid at the rates indicated for the pay periods during the duration of this MOU commencing February 26, 2011.

SWORN POSITIONS

JOB TITLE	SALARY RANGE				
	A	B	C	D	E
Police Officer	\$39,046	\$40,377	\$41,708	\$43,039	\$44,370
Sergeant	\$48,228	\$49,872	\$51,516	\$53,160	\$54,805

Step A - Payable during first year of employment.

Step B - Payable during second year of employment subject to performance.

Step C - Payable during third year of employment subject to performance.

Step D - Payable during fourth year of employment subject to performance.

Step E - Payable during fifth year of employment subject to performance.

Advancements to Steps B, C, D, and E require a performance evaluation rating of satisfactory or better. This performance evaluation shall be conducted in the month prior to the scheduled step increase. If an employee is rated below this standard, the employee shall be re-evaluated at six month intervals for reconsideration of a step increase.

Employees who are promoted in rank shall be paid at the same step from which was promoted without loss of seniority, or to a higher step if such is warranted in the judgment of the Chief of Police.

2. OVERTIME: Under this agreement, overtime is any hours worked in excess of the scheduled work period hours as defined under article II and article III above in accordance with California labor code. All overtime hours worked shall be either paid in either cash, at one and one half times the employee's regular rate of pay, or accumulated as compensatory time at overtime rates up to a maximum accrued amount of eighty (80) hours. Compensatory time does not count as time worked for determining overtime.

Vacation, holiday and sick leave are not considered hours worked for determining overtime. Management and the employees shall make every reasonable effort to schedule time off at a mutually agreeable time. The City's Financial Department shall list accumulated compensatory time on the employees bi-weekly pay stub.

3. STANDBY AND CALL OUT: An employee assigned to the Police Department on standby duty, or called out for duty during off duty hours, shall be compensated as follows:

a) **CALL OUT:** Sworn shall receive a minimum of two hours time paid if called back to duty.

b) **STANDBY:** If placed on standby duty, police officers shall receive one hour of straight time for every four hours on standby call. This applies only to sworn employees.

c) **COURT:** When required to appear in court on unscheduled work days or work shifts, he or she shall receive a minimum of two hours time paid. Officers will make a reasonable effort to contact the District Attorney's office to minimize court time hours.

4. TRAVEL PAY:

1. When driving the rate is one (1) hour of regular pay per each fifty (50) miles traveled. The distance shall be rounded down to determine amount of pay. Example: a trip of 45 miles would not be paid. A trip of 75 miles would pay one (1) hour. Mileage will be via the most direct route.
2. When flying the rate is one (1) hour of regular pay per each hour of flight time rounded down to the nearest (1/2) on half hour. In addition one (1) hour of regular pay per authorized trip shall be paid for getting to and from the airport. Flight time will be via the most direct route.

Travel time does not count for over time or compensatory time.

For trips of more than four (4) hours in length, the Chief of Police may schedule the officer for a paid travel day prior to or after the official duty, depending on the location and the time of the course.

ARTICLE VI - FRINGE BENEFITS

1. **GENERAL:** The benefits contained in this Article shall accrue and become available to the employee at the start of full-time employment with the City. These benefits apply to both sworn and non-sworn employees unless stated otherwise.

2. **MEDICAL, DENTAL AND VISION INSURANCE:** Medical, dental, life and vision insurance benefits shall be provided by the City for all employees of this unit and their dependents. The contribution amount by the City will be 100% of the premium for the employee and 70% of the premium for their dependents. Should the city choose alternative medical coverage during the effective period of this MOU, that alternative insurance shall be of equal or greater comprehensive coverage, than that which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125.00 a pay period total for health, vision and dental coverage. Proof of health insurance must be provided to employer.

3. **LIFE INSURANCE:** A \$50,000 life insurance policy shall be provided by the City for each regular employee of the unit during the term of employment with the City and the period of this Memorandum of Understanding.

4. **DEFERRED COMPENSATION:** The deferred compensation plan is the retirement program for the City. The City shall contribute Twenty percent (20%) of the employee's salary for regular hours worked to a deferred compensation plan for officers and Sergeant.

5. **SICK LEAVE:** Sick leave shall be in accordance with the Personnel Rules except as modified by this Memorandum of Understanding. Sick leave may accumulate with no maximum limit. When an employee leaves the City's employment, his or her sick leave shall revert back to the City without any compensation for unused sick leave.

6. **FAMILY SICK LEAVE AND FAMILY BEREAVEMENT LEAVE:** Family sick leave and family bereavement leave shall be in accordance with the Personnel Rules except as modified by this Memorandum of Understanding. Up to three days of accumulated sick leave within a calendar year may be granted to any employee whose employment status normally entitles him or her to vacation and sick leave benefits as may be reasonable or required for care and attendance upon sick members of his or her family upon request to, and approval by the employee's department head. Up to five days of accumulated sick leave within a calendar year may be granted to employees whose employment normally entitles him or her to sick leave and vacation benefits for attending funerals that occur in the employee's immediate family upon

request to and approval by the employee's department head. An additional five days may be allowed at the discretion of the Chief of Police. Immediate family is defined in the Personnel Rules.

7. CATISTROPHIC LEAVE (SICK LEAVE TRANSFER): An employee or their designee may request the establishment of a Catastrophic Leave Bank on behalf of the employee. The employee or their designee shall follow the following procedures:

- A. The employee or their designee shall make a request of the Chief of Police for the creation of a sick leave transfer bank, which includes sufficient information to establish a need. The following guidelines shall govern:

An employee who has suffered a medical condition or injury not covered by Workers Compensation Insurance, which has caused an employee to take a medical leave, and who has exhausted their accumulated sick leave and vacation benefits shall qualify for the creation of a sick leave transfer bank (Catastrophic Leave). The need to used sick leave must be supported by a qualified medical opinion. A Catastrophic Leave Bank may also be established if an employee's immediate-family-member has suffered an injury or illness which is life-threatening, as is confirmed by competent medical authority, and there is a demonstrable need for the employee to attend the so affected immediate-family-member.

A Catastrophic Leave bank is subject to the following restrictions:

1. An employee may not receive Catastrophic Leave donations that exceed 160 hours in any 12-month period.
- B. Any employee who is subjected to this MOU may voluntarily donate Sick Leave to another City employee subject to this MOU under the following condition:
- 1) The donating employee must retain 80 hours of Sick Leave in their Sick Leave bank at the time of any Sick Time transfer.
- C. Once a Catastrophic Leave Bank is established the bank will be supervised by the City Finance Director or their designee. The bank will have a published starting date, and expiration date and history of use.

8. LEAVE OF ABSENCE: Leave of absence shall be in accordance with the Personnel Rules except as modified by this Memorandum of Understanding. In all cases covered by the Family Medical Leave Act, the City shall provide leave in accordance with the requirements of the act. The City Manager may grant a full time regular employee a leave of absence. No leave of absence shall be granted to a probationary employee or part time employees. Requests for leaves of absence shall be submitted in writing by the employee to the Chief of Police who shall consider such requests on individual merits and circumstances before making a recommendation to the City Manager.

9. VACATION TIME: Vacation time shall be in accordance with the Personnel rules except as modified by this Memorandum of Understanding. Employees covered by this Memorandum of

Understanding who are not full time employees shall not be eligible for any paid vacation leave. Employees vacation accrues at the rates below:

Tenure Greater than or equal to:	Less than:	Vacation hours per year	Vacation hours per pay period
date of hire	6 full years	80	3.077
7 full years	11 full years	120	4.615
12 full years	16 full years	160	6.154
17 th year		168	6.462
18 th year		176	6.769
19 th year		184	7.077
20 th year		192	7.385
21 years and beyond		200	7.692

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the vacation accrual maximum, the employee will not accumulate additional vacation time until such time as the employee's accrued leave is below the maximum amount.

The times at which an employee may take a vacation shall be determined by the employee with due regard for the needs of the department. The Chief of Police or his designee may decline to grant the employee the time off as requested. At no time shall the Chief of Police schedule vacation time off for any employee. Vacation sign-ups shall be handled in accordance with Police Department General Orders.

Vacation credits shall continue to accrue while an employee is on vacation, paid sick leave and/or paid workers' compensation lost time injury. Employees who terminate employment shall be entitled to receive vacation leave, holiday time that they have accrued from the City, and compensatory time which they have accrued from the City. After the employee has completed twelve months of employment, accrued vacation time shall be available to him or her within the following month. Vacation time shall be taken in a minimum of eight hours a day.

10. VACATION LEAVE BUYOUT

Employee shall be paid for all accrued vacation time above eighty (80) hours as of the pay period ending February 25th, 2011, at the rate of pay in effect prior to the effective date of this Agreement.

11. HOLIDAYS: The following holidays are recognized:

1. January 1st, known as New Year's Day.
2. Third Monday in January, known as Martin Luther King Jr. Day.
3. Presidents' Day in February.
4. Last Monday in May, known as Memorial Day.
5. July 4th, known as Independence Day.
6. First Monday in September, known as Labor Day.
7. November 11th, known as Veterans' Day.
8. Thanksgiving Day, as designated.
9. The day following Thanksgiving Day.
10. December 25th, known as Christmas Day.
11. The day before or after Christmas Day.

12. 1 floating holiday per fiscal year.
13. 1 holiday on the employee's birthday.

Sworn and non-sworn employees who are on a continuous shift schedule are entitled to "holiday time" in lieu of paid holidays. Holiday time is earned as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The City and Association recognize that the intent of holiday time is for time off. The cash out provision should only be necessary when staff resources preclude the scheduling of time off.

Sworn employees working four ten hour days with three days off each week earn ten (10) hours of holiday time as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The sworn employee has the option of being paid the ten (10) hours as straight time or using it as time off on another day within the same work period. Holiday hours may not be banked for use in the future.

Non-sworn employees working five eight hour days with two days off each week earn eight (8) hours of holiday time as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The non-sworn employee has the option of being paid the eight (8) hours as straight time or using it as time off on another day within the same work period. Holiday hours may not be banked for use in the future.

12. DEPARTMENT UNIFORM ALLOWANCE: Whenever a full time police officer of the Police Department is required to wear, on duty, a full insignia uniform, he or she shall be paid for the maintenance, repair and replacement of such uniform at a rate of \$187.50 per calendar quarter, beginning with a payment of \$187.50 upon hire. The initial \$187.50 uniform allowance payment will be deducted from the officer's final paycheck if the officer leaves City employment before his or her probationary period ends. Said uniform allowance is to be paid at the beginning of each quarter for the previous full quarter the full time police officer was required to wear the full insignia uniform. This allowance is recognized to cover the additional cost of a uniform over civilian dress and shall be used strictly for the maintenance, repair, and purchase of uniforms. This fringe benefit is authorized for sworn employees only.

13. WORKERS' COMPENSATION LEAVE: Workers' compensation leave shall be in accordance with State laws and the Personnel rules except as modified by this Memorandum of Understanding.

14. COMPENSATORY TIME OFF (CTO) BUY-BACK: On one occasion during each fiscal year each Association member may, upon one payroll period of prior notice to the City's Financial Director, receive pay for a block of up to 80 hours of his or her CTO, providing that the employee has at least 40 hours of CTO accumulated at the time of the request. The employee understands that he/she cannot cash out additional CTO during that same fiscal year.

ARTICLE VII- GRIEVANCE PROCEDURE

The grievance procedure for the administration of this Memorandum of Understanding shall be in accordance with the Personnel Rules.

ARTICLE VIII- EVALUATIONS

Employees shall be periodically evaluated in accordance with the City of Rio Dell Police Department's General Orders.

ARTICLE IX- SEPARATIONS

1. RESIGNATIONS: Resignation from City service procedure shall be in accordance with the Personnel Rules.

2. LAYOFF AND REEMPLOYMENT: Layoff from, and reemployment by the City shall be in accordance with the Personnel Rules except as modified by this Memorandum of Understanding. For seniority purposes, management and supervisory personnel are considered to have first seniority status within the department and then those employees of this unit in accordance with the length of service; with the longest continuous service with the City being the most senior. Former employees who are placed on a list for reemployment with this department who were laid-off, shall retain eligibility for re-appointment, based upon accrued seniority for a period of one year from the date when their names were placed on the rehire list. Former employees who are notified for rehire must respond in writing to such notice, indicating their intention, within seven calendar days of receiving such notification. Notice shall be deemed to have been received when sent to the last known address on file with the City, and attempted delivery or delivery is certified by the Postal Service.

3. DISMISSALS: Dismissal from City service procedure shall be in accordance with the Personnel Rules.

ARTICLE X- ASSOCIATION SECURITY

Employees of the City of Rio Dell Police Department other than management and supervisory employees are required to either join the association or pay the Rio Dell Police Officers' Association a service fee in an amount not to exceed the dues paid by members of the Association. However, any employee of the City of Rio Dell Police Department who is represented by the Rio Dell Police Officers' Association and who is a member of a bona fide religious body, sect, etc., which has historically held conscientious objection to joining or financially supporting a public employment organization shall not be required to join or financially support the Rio Dell Police Officers' Association as a condition of employment; such employees shall be required to pay a sum equal to the Association's dues to a non-religious, non-labor charitable fund that is exempt from taxation under Section 501(c) of the IRS Code as a condition of the continued exemption of the requirement of financially supporting the Rio Dell Police Officers' Association. Failure to supply proof of payment to the designated charitable fund will result in the like payments being made to the Rio Dell Police Officers' Funds as a service fee.

ARTICLE XI- DURATION OF AGREEMENT

This Memorandum of Understanding shall be in effect for the period of February 26, 2011 through June 30th, 2012. In the event that this MOU is not replaced by a succeeding MOU on or before June 30th, 2012, this MOU shall be extended so long as good faith negotiations continue.

ARTICLE XII- SAVINGS CLAUSE

If any article or section of this Memorandum of Understanding, or any addendum thereto, shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any article or section should be reinstated by said tribunal, or enactment of superseding authority by any government body other than the City, such article or provision shall be immediately suspended and be of no force and effect. Such invalidation of a part or portion of this Memorandum of Understanding shall not invalidate any remaining portion, if those remaining portions are not contingent upon the operation of the invalidated section. In the event an article or provision of this Memorandum of Understanding is suspended, pursuant to the above, either party to this Memorandum of Understanding has the right to initiate a meeting and confer on the effect of such suspension.

RIO DELL PEACE OFFICERS ASSOCIATION

CITY OF RIO DELL

Joshua Wiener, President Date

Ron Henrickson, City Manager Date

John Beauchaine, Vice President Date

Approved as to form:

David E. Martinek, City Attorney Date

**CITY OF RIO DELL
CITY CLERK
CONTRACT AGREEMENT**

This employment agreement, is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **Karen Dunham**, hereinafter referred to as "Employee", both of whom understand as follows:

WHEREAS, Employer desires to employ the services of said Karen Dunham as **City Clerk** of the City of Rio Dell; and

WHEREAS, it is the desire of the **EMPLOYER**, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as the City Clerk of the said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

Employer hereby agrees to employ **Karen Dunham as City Clerk** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the City Manager shall from time to time assign.

SECTION 2. TERM

This Agreement shall remain in effect through June 30, 2012 or until Employee's term of employment is dissolved per the description provided in Section 3 of this agreement, or by the voluntary resignation of Employee. Employee understands she will provide Employer with thirty (30) days of notice prior to resignation. This Agreement may be superseded by subsequent agreements made between Employee and Employer at mutually acceptable times throughout Employee's term of Employment.

- a. **Limitation on Termination.** Notwithstanding any other provisions of this contract set forth herein the City Clerk shall not be removed from office, during, or within a ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the City Clerk in the performance of the powers and duties of his office. In the case of termination the City Clerk shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time. "Severance" shall be paid according to the following schedule:

Years of Service

0-1 year
1-2 years
2-3 years
3-4 years

Severance Pay

2 months
3 months
4 months
5 months

b. **Severance exception.** Should the City Clerk be terminated for cause or as a result of a conviction or plea of no contest to a felony, no severance pay would be provided upon termination. If the City Clerk voluntarily left employment with the City of Rio Dell no severance pay would be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL

The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell pursuant to Section 2 above or to the provisions of City of Rio Dell ordinances.

SECTION 4. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incompetence, or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) day working period, Employer shall have the option to terminate this Agreement subject to the pay requirements of Section 2 above. However, Employee shall be compensated for accrued vacation, holidays, and other accrued benefits.

SECTION 5. SALARY

Employer agrees to pay Employee for her services rendered an annual salary of Fifty Five Thousand Two Hundred Fifty Three Dollars (\$55,253.00) per year, payable in installments at the same time as other employees of Employer are paid.

SECTION 6. PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee not later than nine months from the effective date of this contract using such procedures as he/she determines appropriate. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives determined necessary for the proper operation of the Department and City. In the attainment of policy objectives, the relative priority among those various goals and objectives shall be reduced to writing and considered as part of the annual performance review.

SECTION 7. HOURS OF WORK

It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off other than forty (40) hours of executive leave. Employer through the City Manager may accommodate a flexible schedule in the form of a modified work week and/or working from home so long as the City Manager determines that the needs of the City are adequately met.

SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES

Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employees time off. Employees shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior approval of the City Manager.

SECTION 9. AUTOMOBILE

Employee's duties require that she shall have the use at all times during her employment with Employer an automobile to perform Employer's business. Employee's use of her private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the IRS. Subject to all of the provisions of City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Proof of said insurance in force during the period of employment must be provided to employer. Failure to maintain a valid driver's license shall be cause for termination.

SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME

Employee will receive forty (40) hours of executive leave each fiscal year. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

Employee may be paid any unused portion on the first pay period of December and/or the first pay period of June. Employee will accrue sick leave eight (8) hours each calendar month, and vacation time as follows:

<u>Years of Service</u>	<u>Hours per Year</u>
One to three (1-3)	80 hours
Four to ten (4-10)	120 hours
Eleven to fifteen (11-15)	160 hours
Sixteen to twenty (16-20)	200 hours

Employee shall also be entitled to the same paid holidays granted to the Rio Dell Employees' Association.

SECTION 11. ACCRUED VACATION LEAVE

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum, the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

SECTION 12. VACATION LEAVE BUYOUT

Employee shall be paid for all accrued vacation time above forty (40) hours as of the pay period ending February 25th, 2011, at the rate of pay in effect prior to the effective date of this Agreement.

SECTION 13. WORK RELATED EXPENSES REIMBURSEMENT

Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee as approved by the City Manager. Employee shall submit an itemization schedule of his out-of-pocket expenses to the City Manager in writing in the form of a purchase order for payment.

SECTION 14. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT

Medical, Dental and Vision Insurance shall be provided for the City Clerk as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the employee and 70% of the total premium costs for employee's dependents, depending on their age and status as a student as provided in the plan document. Should the City choose alternative medical coverage during the effective period of this agreement, that alternative insurance shall be of equal or greater comprehensive coverage, than which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for health, vision and dental coverage. Proof of health insurance must be provided to employer.

SECTION 15. DEFERRED COMPENSATION

The Employer does not participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to twelve percent (12%) of the Employee's salary to the Deferred Compensation Plan.

SECTION 16. LIFE INSURANCE

A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Fifty Thousand Dollars (\$50,000.00) shall be provided by the Employer for the Employee.

SECTION 17. AGREEMENT EFFECTIVE

This Employment Agreement shall become effective February 26, 2011, and shall remain in effect through June 30, 2012, subject to changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 18. INDEMNIFICATION

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Finance Director.

Employer will attempt to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 19. BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 20. DUES AND SUBSCRIPTIONS

Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manager written material and information distributed by the said associations.

SECTION 21. LICENSING AND TRAINING

Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

SECTION 22. TRAVEL EXPENSES

Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business, provided that the Finance Director has first secured prior authorization and approval for said travel and training expenses from City Manager.

SECTION 23. ATTORNEY'S FEES

Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

SECTION 24. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Manager shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee.

SECTION 25. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER

**Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562**

EMPLOYEE

**Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562**

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of

personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

SECTION 26. GENERAL PROVISIONS

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee
- C. This Agreement shall become effective commencing immediately, subject to Section 17 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this Agreement, both in duplicate.

EMPLOYEE

Karen Dunham, City Clerk Date

EMPLOYER

Ron Henrickson, City Manager Date

Approved as to form:

David E. Martinek, City Attorney Date

**CITY OF RIO DELL
CHIEF OF POLICE
CONTRACT AGREEMENT**

This employment agreement, is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **Graham G. Hill**, hereinafter referred to as "Employee", both of whom understand as follows:

WHEREAS, Employer desires to employ the services of said Graham G. Hill as **CHIEF OF POLICE** of the City of Rio Dell; and

WHEREAS, it is the desire of the **EMPLOYER**, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as the Chief of Police of the said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

Employer hereby agrees to employ **GRAHAM G. HILL** as **CHIEF OF POLICE** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the City Manager shall from time to time assign.

SECTION 2. TERM

The term of this agreement shall be from February 26, 2011 through June 30, 2012. This Agreement may be dissolved per the description provided in Section 3 of this agreement, or by the voluntary resignation of Employee. Employee understands he will provide Employer with thirty (30) days of notice prior to resignation

In the event the Employer gives said Employee ninety (90) day written notice of termination, the City has the option to require the Employee to remain at his position for a period of ninety (90) days from date of said Notice of Termination or may require Employee to refrain from performing said duties in which event, the Employee shall be paid his regular monthly salary for a period of ninety (90) days from the date of Notice of Termination, unless the termination is for cause.

SECTION 3. SUSPENSION, DEMOTION OR REMOVAL

The Peace Officer Bill of Rights shall be followed by City in the event of suspension, demotion or dismissal.

SECTION 4. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident or injury that is not job related, mental incompetence, or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) day working period, Employer shall have the option to terminate this Agreement subject to the pay requirements of Section 2 above. However, Employee shall be compensated for accrued vacation, holidays, and other accrued benefits.

SECTION 5. SALARY

Employer agrees to pay Employee for his services rendered an annual salary of Seventy Nine Thousand Five Hundred forty Dollars (\$79,540.00). Salary shall be paid in installments at the same time as other employees of Employer are paid.

SECTION 6. PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee not later than nine months from the effective date of this agreement using such procedures as he deems appropriate. From time to time the City Manager and Employee shall define such goals and performance objectives determined necessary for the proper operation of the Department and City. In the attainment of policy objectives, the relative priority among those various goals and objectives shall be reduced to writing and considered as part of the annual performance review.

SECTION 7. HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside normal office hours to the business of Employer and shall be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager in consideration of the annual salary above defined. Employee shall at all times during this period be considered a bona fide executive, administrative, or professional capacity under federal or State of California law.

SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES

Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employees time off. Employees shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior approval of the City Manager.

SECTION 9. AUTOMOBILE

Employee's duties require that he shall have the use at all times during his employment with Employer an automobile to perform Employer's business. Employee may take the vehicle home at night to expedite response time to a call when necessary. Employee will not use the City vehicle for personal use without prior permission from the City Manager. Driving a City vehicle is a requirement of performing the job. Failure to maintain a valid driver's license or failure to maintain insurable driving standard as defined by City's insurance coverage shall be cause for termination. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME

Employee will receive eighty (80) hours of executive leave each fiscal year. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

Employee may be paid any unused portion on the first pay period of December and/or the first pay period of June. Employee will accrue sick leave eight (8) hours each calendar month, and vacation time as follows:

<u>Years of Service</u>	<u>Hours per Year</u>
One to three (1-3)	80 hours
Four to ten (4-10)	120 hours
Eleven to fifteen (11-15)	160 hours
Sixteen to twenty (16-20)	200 hours

Employee shall also be entitled to the same paid holidays granted to the Rio Dell Peace Officers Association.

SECTION 11. ACCRUED VACATION LEAVE

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum, the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

SECTION 12. VACATION LEAVE BUYOUT

Employee shall be paid for all accrued vacation time above forty (40) hours as of the pay period ending February 25, 2011, at the rate of pay in effect prior to the effective date of this Agreement.

SECTION 13. WORK RELATED EXPENSES REIMBURSEMENT

Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee. Employee shall submit an itemization schedule of his out-of-pocket expenses in writing in the form of a purchase order for payment.

SECTION 14. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT

Medical, Dental and Vision Insurance shall be provided for the Finance Director as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the employee and 70% of the total premium costs for employee's dependents, depending on their age and status as a student as provided in the plan document. Should the City choose alternative medical coverage during the effective period of this agreement, that alternative insurance shall be of equal or greater comprehensive coverage, than which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for health, vision and dental coverage. Proof of health insurance must be provided to employer.

SECTION 15. DEFERRED COMPENSATION

The Employer does not yet participate in the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to Twenty Three percent (23%) of the Employee's salary to the Deferred Compensation Plan.

SECTION 16. LIFE INSURANCE

A term life insurance policy in the amount of Seventy Five Thousand Dollars (\$75,000.00) shall be provided by the Employer for the Employee.

SECTION 17. AGREEMENT EFFECTIVE

This Employment Agreement shall become effective February 26, 2011, and shall remain in effect through June 30, 2012, subject to changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 18. INDEMNIFICATION

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as CHIEF OF POLICE. Employer will attempt to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 19. BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 20. DUES AND SUBSCRIPTIONS

Employer agrees to budget and pay for the professional dues and subscriptions of Employee necessary for his contribution and participation in the:

- 1). California Police Officer's Association; and
- 2). California Police Chief's Association
- 3). Law Enforcement Chief's Association of Humboldt

Employee shall distribute to and share with the City Manager written material and information distributed by the above associations.

SECTION 21. LICENSING AND TRAINING

Employer agrees to budget and pay for the professional licensing and continued education of Employee for training provided by the California Peace Officers Association, The California Police Chief's Association, and the California Commission on Peace Officer Standards and Training. Employee is encouraged to enroll in and complete the POST Management Course and the POST Executive Course as time permits.

SECTION 22. TRAVEL EXPENSES

Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business, provided that the City Manager has first approved and authorized said travel and training expenses.

SECTION 23. ATTORNEY'S FEES

Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

SECTION 24. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER

**Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562**

EMPLOYEE

**Rio Dell Police Department
675 Wildwood Ave
Rio Dell, California 95562**

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

SECTION 25. GENERAL PROVISIONS

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee
- C. This Agreement shall become effective commencing immediately, subject to Section 15 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager and Mayor, and the Employee has signed and executed this Agreement, in duplicate, the day and year first above written.

EMPLOYEE

Graham G. Hill, Employee Date

EMPLOYER

Ron Henrickson, City Manager Date

Approved as to form:

David E. Martinek, City Attorney Date

EMPLOYMENT AGREEMENT WITH CITY OF RIO DELL, CA

This employment agreement is made and entered into 17th day of May, 2010 by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the “**Employer**” and **RONALD D. HENRICKSON**, hereinafter referred to as “**Employee**”, both of whom understand as follows:

WHEREAS, Employer desires to employ the services of said **Employee** as **City Manager** of the City of Rio Dell; and

WHEREAS, it is the desire of the **Employer** to provide certain benefits, establish certain conditions of employment and set working conditions of said **Employee**; and

WHEREAS, Employee desires to accept employment as the City Manager of the said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

Employer hereby agrees to employ **Employee** as **City Manager** of said **Employer** to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

SECTION 2. TERM

The term of this agreement shall be from February 26, 2011 to May 31, 2013. It may be extended thereafter by mutual agreement.

SECTION 3. TERMINATION

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the **Employer** to terminate the services of **Employee** at any time subject to the provisions set forth hereafter in this Section 3.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of **Employee** to resign at anytime from this position with **Employer**, subject only to provisions set forth hereafter in this Section 3.
- C. This Agreement of Employment shall be at will and either party may terminate said employment with or without cause for any reason by giving to the other written notice of termination or resignation forty five (45) days prior to the termination date.

- D. In the event the **Employer** gives said forty five (45) day written notice of termination, the City has the option to require the **Employee** to remain at his position for a period of forty five (45) days from date of said Notice of Termination or may require the Employee to refrain from performing said duties, in either event, the Employee shall be paid his regular monthly salary and benefits for a period of three (3) months from the date of notice of termination.
- E. Notwithstanding the above, there shall be a probationary period of employment lasting 90 days from **Employee's** first day of employment. During this probationary period, either party may immediately terminate the employment relationship, with or without notice, and with or without cause. In such event, there shall be no notice period required, and said termination may be effective immediately upon receipt.

SECTION 4. SUSPENSION OR REMOVAL

The **Employee** may be suspended, removed, or dismissed from the service of the City of Rio Dell with a super majority vote (4) of the Council, pursuant to Section 3 above and in the provisions of City of Rio Dell Ordinance Number 242a (The City Manager Ordinance), except Section 7.01.

SECTION 5. DISABILITY

If **Employee** is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incompetence, or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) day working period, **Employer** shall have the option to terminate this Agreement subject to the pay requirements of Section 3 above, including compensation for accrued vacation, holidays, and other accrued benefits.

SECTION 6. SALARY

- A. **Employer** agrees to pay **Employee** for his services rendered an annual salary of One Hundred Thousand Four Hundred Sixty Three dollars per year (\$100,463.00) beginning March 1, 2011, payable in installments (every two weeks) at the same time and in the same manner as other Employees are paid.
- B. Upon satisfactory completion and performance of one years' employment on May 17, 2011, **Employee's** salary shall be increased to the annual amount of One Hundred Three Thousand Six Hundred Sixty Nine Dollars (\$103,669.00).
- C. Upon satisfactory completion and performance of two years' employment on May 17, 2012, **Employee's** salary shall be increased to the annual amount of One Hundred Six Thousand Eight Hundred Seventy Five Dollars (\$106,875.00).

- D. Thereafter, with satisfactory performance and completion, the Employer and Employee may agree to extend this agreement with a renewal of its terms and conditions.

Employer may adjust said base salary and/or other benefits, including a performance bonus of **Employee** in such amounts and to such extent as the Council may determine desirable on the basis of a salary and performance review at such times as the Council may deem appropriate.

SECTION 7. PERFORMANCE EVALUATION

- A. The City Council shall review and evaluate the performance of the **Employee** as City Manager before the end of the employee's first six months of employment, using such procedure as the Council may deem appropriate. Annually thereafter, the **Employee** shall initiate the annual review process by conducting a self evaluation using the form approved by the City Council for said purpose. Notwithstanding, the Council may evaluate the performance of the City Manager at other times as it may deem appropriate.
- B. From time to time as may be deemed appropriate, the Council and **Employee** shall define such goals and performance objectives which the Council determines are necessary for the proper operation of the City. In the attainment of the Council's policy objectives, the relative priority among those various goals and objectives shall be reduced to writing and considered as part of the annual performance evaluation review.

SECTION 8. HOURS OF WORK

It is recognized that **EMPLOYEE** may very likely devote a great deal of time outside normal office hours to the business of **EMPLOYER** and may be expected to work in excess of forty (40) hours per week. **EMPLOYEE** shall at all times during this period be considered working in a bona fide executive, administrative, or professional capacity under federal or State of California law, and as such shall devote his time to the business of **EMPLOYER** in excess of forty (40) hours per week without receiving or claiming overtime pay or compensatory time off from work. The provision for Executive Leave under Section 12 is intended to compensate the City Manager in part for such extra hours.

SECTION 9. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES

Employee agrees to remain in the exclusive employ of **Employer** and not to become employed by any other employer until termination of this employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employees time off. **Employee** shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Council.

SECTION 10. AUTOMOBILE

Employee's duties require that he shall have the use at all times during his employment an automobile to perform **Employer's** business. **Employee** shall use his own automobile for such

purpose and **Employer** shall reimburse **Employee** the sum of Four Hundred Dollars (\$400.00) per month for all gas, maintenance, insurance and repair of said automobile. **Employee** shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile, which shall be considered primary coverage in the event of a claim.

SECTION 11. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME

- A. Vacation Time: **Employee** shall be entitled to an annual vacation leave with full pay as adopted by the City Council. The **Employee** shall earn vacation credit pursuant to the following schedule:

<u>Years of service</u>	<u>Hours earned per pay period</u>	<u>Vacation hours earned after full year</u>
First to tenth full year (1-10)	4.6154	120 hours

Holidays occurring during vacation leave shall not be counted as days of vacation.

Employee is expected to take vacation time at periods mutually agreeable and convenient between **Employer** and **Employee**. **Employee** is encouraged to take vacation during the year and shall not earn and/or accrue vacation time in excess of 160 hours total.

- B. Sick Leave: **Employer** will credit **Employee's** personal account with five (5) sick days, upon execution of this contract. In addition, sick leave with pay shall be granted at a rate of eight hours of each calendar month of full time employment. The **Employee** may earn and accrue sick leave to a maximum of 480 hours total.
- C. Executive Leave: The **Employee** is entitled to Executive Leave each fiscal budget year not to exceed Ten (10) working days as approved by the Council. Executive leave shall not accumulate in excess of Ten (10) working days.
- D. Compensation for Accruals: **Employee** shall be compensated for accrued vacation, holidays, and other accrued benefits as accorded other Management Employees.

SECTION 12. WORK RELATED EXPENSES REIMBURSEMENT

Employer agrees to reimburse the **Employee** for business related out-of-pocket expenses incurred by the **Employee** in the conduct of City business. **Employee** shall submit an itemization schedule of his out-of-pocket expenses in writing in the form of a purchase order for payment.

SECTION 13. INSURANCE

Medical, Dental and Vision Insurance shall be provided for the City Manager as City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the employee and 70% of the total premium costs for employee's dependents, depending on their age and status as a student as provided in the plan document.

SECTION 14. RELOCATION REIMBURSEMENT LOAN

Employer may loan **Employee** up to \$5,000.00 for relocation expense from Eagan, Minnesota to Humboldt County, CA, which may include the cost of replacing some household articles instead of shipping them and may provide for the initial and temporary living expense in Humboldt County, CA for the first 30 days of employment. With each full year of employment, the loan balance is reduced by one-third. The outstanding loan balance amount is not pro-rated for fractions of a year. With 3 full years of employment, the loan balance is reduced to zero. Recoupment of the any outstanding loan balance shall be deducted from **Employee's** final paycheck, except where the **Employer** terminates the services of **Employee** subject to the provisions set forth in Section 3, in which case the loan balance shall be forgiven.

SECTION 15. DEFERRED COMPENSATION

The Employer does not participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to fourteen percent (14%) of the Employee's salary to the Deferred Compensation Plan.

SECTION 16. LIFE INSURANCE

A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Fifty Thousand Dollars (\$50,000.00) shall be provided by the **Employer** for the **Employee**, effective during the term of employment.

SECTION 187. AGREEMENT EFFECTIVE

This Employment Agreement shall become effective February 26, 2011, and shall remain in effect for the term of **Employee's** employment, subject to mutually agreed upon amendments.

SECTION 18. INDEMNIFICATION

Employer shall defend, save harmless and indemnify **Employee** against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of **Employee's** duties as City Manager. **Employer** will attempt to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 9. BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the **Employee** under any law or ordinance.

SECTION 20. DUES AND SUBSCRIPTIONS

Employer agrees to budget and pay for the professional dues and subscriptions of **Employee** in the International City Management Association (ICMA) which supports personal growth, advancement and active communication for the benefit of the City.

SECTION 21. TRAVEL EXPENSES

Employer hereby agrees to pay for the travel and subsistence expenses of **Employee** for official and professional travel while on City Business, provided that funds are available in the City Manager's travel budget and the City Council has first approved and authorized said travel and training expenses. Such expenses may include attendance at the League of California Cities Annual Conference, City Managers Department Meeting and the ICMA Annual Conference.

SECTION 22. ATTORNEY'S FEES

Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled to such other relief as may be granted, in addition to a reasonable sum for attorney's fees, as determined by the court.

SECTION 23. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Employer shall provide **Employee** with the use of a City cellular telephone or a cell phone allowance as provided in City Resolutions 1030-2009 and 1069-2010. Furthermore, **Employer** shall provide **Employee** with the use of a laptop (Notebook) computer compatible with the City Manager's desktop computer, all to be used for City related business.

SECTION 24. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer
Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562

Employee
Ronald D. Henrickson
675 Wildwood Ave
Rio Dell, CA 95562

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

SECTION 25. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of **Employee**.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the **Employee** has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

Ronald D. Henrickson Date

EMPLOYER

Mayor, City of Rio Dell, Date
State of California

Approved as to form:

David E. Martinek, City Attorney Date

*675 Wildwood Avenue
Rio Dell, CA 95562*



STAFF REPORT

TO: Mayor and Members of the City Council

THROUGH: Ron Henrickson, City Manager

FROM: Stephanie Beauchaine, Finance Director

DATE: February 10, 2011

SUBJECT: CPS Median Income Salaries

COUNCIL ACTION

Resolution 1106-2011 Memorializing CPS Median Income Salaries

BACKGROUND AND DISCUSSION

CPS Human Resource Services (CPS) was retained by the City of Rio Dell (the City) to conduct a classification and total compensation study. The objective of the total compensation study was to determine how competitive the City is within its labor market by collecting and analyzing maximum monthly base salary and total compensation (base salary and benefits) data. This Draft Total Compensation Report outlines the project scope and work plan, the methodologies used in data collection and analysis, and an overview of the results of the labor market base salary and total compensation analyses.

CPS provided recommendations pertaining to the Classification Study in a final report dated September 2010. The proposed Resolution has been prepared to document the median salary for each of the positions surveyed.

RESOLUTION NO. 1106-2011
MEMORIALIZING CPS MEDIAN INCOME SALARIES

WHEREAS, CPS Human Resource Services (CPS) was retained by the City of Rio Dell (the City) to conduct a classification and total compensation study; and

WHEREAS, The objective of the total compensation study was to determine how competitive the City is within its labor market by collecting and analyzing maximum monthly base salary and total compensation (base salary and benefits) data; and

WHEREAS, The recommended median income salaries were detailed in the Final Compensation Report prepared by CPS; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Rio Dell does hereby memorialize the recommended median income salaries proposed by CPS as follows:

RDPOA

Job Title	Salary Range				
	A	B	C	D	E
Police Officer	\$ 45,936	\$ 47,502	\$ 49,068	\$ 50,634	\$ 52,200
Sergeant	\$ 56,739	\$ 58,673	\$ 60,607	\$ 62,542	\$ 64,476
Records Specialist II	\$ 35,872	\$ 37,095	\$ 38,318	\$ 39,541	\$ 40,764

RDEOA

Job Title	Salary Range				
	A	B	C	D	E
Accountant II	\$ 52,023	\$ 53,684	\$ 55,344		
Administrative Assistant	\$ 31,891	\$ 32,978	\$ 34,066	\$ 35,153	\$ 36,240
Administrative Technician	\$ 38,713	\$ 40,033	\$ 41,352	\$ 42,672	\$ 43,992
Fiscal Assistant II	\$ 35,239	\$ 36,440	\$ 37,641	\$ 38,843	\$ 40,044
Public Works Leadman	\$ 36,432	\$ 37,674	\$ 38,916	\$ 40,158	\$ 41,400
Utility Worker II	\$ 31,680	\$ 32,760	\$ 33,840	\$ 34,920	\$ 36,000

Contract Employees

Job Title	Salary Range				
	A	B	C	D	E
City Clerk	\$ 57,204	\$ 59,154	\$ 61,104	\$ 63,054	\$ 65,004
City Engineer/ Public Works Director	\$ 89,665	\$ 92,526	\$ 95,388		
City Manager	\$ 105,750	\$ 109,125	\$ 112,500		

Job Title	Salary Range				
	A	B	C	D	E
Chief of Police	\$ 87,961	\$ 90,769	\$ 93,576		
Finance Director	\$ 74,606	\$ 76,987	\$ 79,368		
Housing Director	\$ 66,740	\$ 68,870	\$ 71,000		
Wastewater Superintendent	\$ 53,043	\$ 54,851	\$ 56,659	\$ 58,468	\$ 60,276
Water/Streets Superintendent	\$ 59,408	\$ 61,433	\$ 63,459	\$ 65,484	\$ 67,509

I HEREBY CERTIFY that the foregoing Resolution was duly introduced, passed and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the 15th day of February, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Karen Dunham, City Clerk

675 Wildwood Avenue
Rio Dell, CA 95562



STAFF REPORT

TO: Mayor and Members of the City Council

THROUGH: Ron Henrickson, City Manager

FROM: Stephanie Beauchaine, Finance Director

DATE: February 10, 2011

SUBJECT: Surplus Property Ordinance

COUNCIL ACTION

Introduce Ordinance No. 271-2011 Surplus Property by title only and open a Public Hearing to receive public comments.

BACKGROUND AND DISCUSSION

The proposed Surplus Property Ordinance has been drafted to set forth the City of Rio Dell's administrative policy for the transfer and disposition of surplus property, equipment, and materials.

Included in the policy are approved methods of disposal which include transfers between departments, trade-ins, returns to manufacturers, and disposal via auction, sealed bids, sale for scrap, and donation to non-profit entities.

All disposal methods of items valued under \$10,000.00 are authorized by the City Manager. Any transactions involving assets valued over \$10,000.00 are done at the discretion of the City Council. In addition, all surplus real estate regardless of the value is disposed of only by the direction of the City Council.

City staff has compiled and reviewed over 20 surplus property ordinances from other communities and drafted the proposed ordinance to meet the needs of our City. The policy as presented has been reviewed and approved by the City Auditor and City Attorney.

**ORDINANCE NO. 271-2011
SURPLUS PROPERTY**

I. Purpose

- A. To set forth the City of Rio Dell's Administrative Policy for the transfer and disposition of surplus property, equipment and materials.
- B. To set forth the City of Rio Dell's Administrative Policy for scrapping and recycling of scrap and recyclable surplus property, equipment and materials and disposing of same.
- C. To ensure the receipt of all revenues from the disposal of surplus property, equipment and materials and scrap or recyclables.
- D. To explain disciplinary consequences which may result should an employee violate the Policy and Procedures set forth below.

II. Definitions

- A. "Surplus property" as used herein is used generically to describe any City property, equipment or material that is no longer needed or useable by the holding department. For purposes of this policy all surplus property including scrap, recyclables, trash, and/or junk disposed, discarded or abandoned on City premises, including all surplus property placed in storage or collection containers of any kind, including containers or facilities located on premises leased from the City by City tenants, is hereby deemed to be City Property and not property of any City employee.
- B. The terms "scrapping" and "recycling" as used herein refer to the act of transferring discarded surplus property, including scrap or recyclables, to a vendor for use, salvage or resale.
- C. The terms "scrap" or "recyclables" as used herein refer to surplus property that (1) may be reused "as is" or after repair, or (2) may be salvaged for its mineral value after treatment or processing.
- D. The term "trash" or "junk" as used herein refers to surplus property which has no practical salvage or recyclable value.

This Policy is designed to address two categories of scrapping and recycling:

- 1. Management-directed scrapping, recycling and handling of trash or junk (authorized disposal).

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2. Personal scrapping, recycling or handling of trash or junk (unauthorized disposal).

E. "Employee's Personal Property" - For purposes of this policy an employee's personal property is (1) that property in the possession of an employee which was the property of the employee prior to it having been brought onto or placed upon City premises, or (2) that property lawfully acquired from its prior owner or his/her authorized representative by an off-duty employee while on City premises after having been brought to City premises by its owner where such property remains in the possession of the employee as his or her property, after transfer to said employee. Each employee is responsible for determining that any property which he or she may take possession of or acquire while on City premises has been obtained or acquired from an individual lawfully authorized by its owner to make the transfer to the employee.

III. Methods of Transfer and Disposition

All surplus property is disposed of "as is" and "where is", with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility or use-ability of the property offered unless expressly authorized by the City Council.

A. Transfer to another Department

Surplus property may be transferred between City departments.

B. Trade-In

Property declared as surplus may be offered as a trade-in for credit toward the acquisition of new property.

C. Return to Manufacturer

Surplus property may, when possible, be returned to the manufacturer for buy-back credit.

D. Disposal

Surplus property may be offered for sale by the City. Appropriate methods of sale are as follows:

1. Auction - Surplus property may be sold at public auction. Auctions may be conducted by City staff, or the City may contract with a professional auctioneer or electronic auction site.
2. Sealed Bids - Sealed bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner shall be sold to the highest responsible bidder.

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3. Selling for Scrap - Surplus property may be sold as scrap if the City deems that the value of its parts exceeds the value of the surplus property as a whole.

4. No Value Item – Where the City determines that property is surplus and of minimal value to the city due to spoilage, obsolescence or other cause or where the City determines that the cost of disposal of such property would exceed the recovery value, the City shall dispose of the same in such a manner as they deem appropriate and in the best interest of the City.

E. Donation

Surplus property may be donated to any other public agency or charitable organization exempt under Section 501(c)(3) of the Internal Revenue Code. Public agency means the state or any agency or subdivision thereof, any city, county, special district, or school district.

IV. Policy

Consistent with California Government Code Section 37350 the City Council sets forth the policy of the City for disposal or destruction of surplus property.

A. City Manager directed Transfer and Disposal (Authorized):

1. Property with an Estimated Market Value exceeding \$10,000 Transfer or disposition of surplus property with an estimated market value exceeding \$10,000 per item shall be determined specifically by the City Council.

2. Property with an Estimated Market Value less than \$10,000 the City Manager may direct the transfer and disposition of surplus property with an estimated market value not to exceed \$10,000 per item.

3. Transfer and Disposition of Surplus Property may include:

a) All surplus property will first be considered for transfer between departments for the benefit of the City of Rio Dell.

b) All surplus property not needed by the City of Rio Dell may be offered for sale for the highest estimated market value. Surplus property may be sold by public auction, electronic auction site, or sealed bid.

c) Surplus property may be donated or sold as less than estimated market value to public agencies and non-profit organizations.

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4. Scrapping/Recycling/Junking

- a) Such activities may involve the sale of surplus property at public auction or through sealed bids to public bodies, organizations, or vendors including scrap dealers or recycling centers.
- b) It is the policy of the City of Rio Dell that no employee may engage in any sale, scrapping or recycling or other disposal of City Property, as defined herein, unless specifically directed to engage in such activity by the City Manager who have been lawfully and duly authorized and designated to direct such activity.

5. Real Estate

- a) All activity involving the declaration and sale of surplus real estate shall require authorization by the City Council regardless of the actual or estimated value.

B. Proceeds from Transfer and Disposition of Property

When so authorized to transfer, sell, donate, recycle, and scrap City property, the employee directed to undertake such activity shall remit the entire proceeds from any such activity to the City by check or money made payable to the City of Rio Dell, and shall be deposited into the appropriate fund.

C. Personal Scrapping, Recycling or Disposal of Trash or Junk (Unauthorized):

Transferring, selling, donating, scrapping, recycling or disposing of City Property, as defined herein (regardless of monetary value) by City employees for personal gain or to benefit the interest of any person or party other than the City of Rio Dell, including handling or disposal of trash or junk except as directed by City management person(s) lawfully and duly authorized and designated to direct such activity, is strictly forbidden.

City employees are prohibited from claiming ownership of, giving away, recovering, or salvaging for personal use, or the use or interest of any person other than the City of Rio Dell, any materials abandoned, disposed or stored upon City premises, including trash or other materials, placed in, upon or in the vicinity of recycling or collection cans, dumpsters or bins located on City premises, or collection or debris piles, or other City storage or disposal facilities or refuse sites, and including any such facility or site belonging to any City tenant. Furthermore, City employees are prohibited from taking possession of any surplus property or the proceeds from the sale of surplus property designated for disposal as trash, scrap, or as recyclables, except as lawfully authorized by persons designated with

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such authority by the City Manager. This prohibition includes giving any such surplus property or the proceeds from the sale of such surplus property to any person or party other than for the duly authorized benefit and interest of the City of Rio Dell, or authorizing any other person or party to accept, receive or take any such surplus property to benefit their own interest, except as provided herein above.

V. Disciplinary Action(s)

Appropriate disciplinary action, up to and including termination, will be taken should an employee be found, through proper investigation, to:

- A. Have failed to promptly remit to persons officially designated to receive proceeds, including cash or other consideration, from the sale of City property, as defined herein, including the proceeds from the sale, scrapping or recycling of any such property belonging to City tenants; and
- B. Have failed, in the performance of their duties, to promptly place in appropriate City containers, bins, dumpsters, or other collection facilities, equipment or containers, or have received, taken, given away, collected, stored or retained in other than appropriate City containers, bins, or collection facilities, or dump sites, City scrap, recyclables, trash or any such surplus property belonging to City tenants; and
- C. Have engaged in selling, scrapping, recycling or handling of City property in violation of this Ordinance or the procedures set forth herein, including having engaged in any such activity for their personal interest or gain, or in aid of others doing the same for their respective interest or gain; and
- D. Have used City vehicles, facilities or equipment to collect, store, or transport surplus property to sites, locations, or facilities, including the facilities of scrap vendors or recycling centers, except as specifically directed by authorized City management, in accordance with this Ordinance and the procedures set forth herein; and
- E. Have failed to notify his/her Department Director in a prompt and timely manner after having observed any individual engaging in any of the above-described act(s) or having learned that such act(s) were being committed by other City employees.

VI. Procedures

All surplus property is disposed of "as is" and "where is", with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility or use-ability of the property offered unless specified by the City Council. It is critical to maintain a

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trail of documentation for audit purposes regarding the disposition of property of the City of Rio Dell.

The City Manager or his/her designee is authorized to declare property, equipment and materials surplus.

A. Identifying Excess Property:

Each Department Head is responsible to identify excess property regularly.

Each Department Head will evaluate the operational status of the excess property and notify the City Clerk in writing.

The City Clerk will circulate the excess property notification between the other departments within the City.

B. Transfer Excess Property between Departments:

Department Heads may request the transfer of excess property by making request to the City Clerk and/or Department Head. Both Department Heads must agree when the excess property cost was in excess of \$2,500. Transfers between departments are contingent upon approval of the City Manager.

Notification will be provided to the City Clerk and Finance Department in writing of any transfer of excess property to a different location or department ownership.

C. Transfer Surplus Property for Trade-In or Return to Manufacturer

1. Department Heads may offer property for trade-in toward the purchase of new property and equipment with the approval of the City Manager. Department Heads will attach trade-in information to the procurement documents. Department Directors will notify the City Clerk of the procurement and disposition of property and equipment.

2. Department Heads may offer property and equipment for buy-back credit to the manufacturer with approval of the City Manager. Department Heads will forward buy-back credit documents to the Finance Department. Department Directors will notify the City Clerk of this disposition of property and equipment.

3. Department Heads and the City Clerk will inform the Finance Department of all trade-ins and credits since it is critical for budgeting and asset tracking.

If surplus property is to be applied to a purchase order, the trade-in value and/or credit shall be itemized on the purchase order. The amount charged

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against the appropriation code will be the value of the purchase before application of the trade-in credit.

D. Disposal of Surplus Property

Excess Property as shown on excess property notification that is not transferred among departments or for trade-in or manufacturer's credit, will be declared surplus by the Department Head.

The Department Head will determine the estimated market value and the most fiscally advantageous method of disposal.

For surplus property with an estimated market value in excess of \$10,000, the method of disposal will be determined by the City Council.

a) In determining the estimated market value, the Department Head shall document the methods used to make such determination including tools such as Kelly Blue Book, classified advertisements, and local vendors with similar products available.

b) The estimated market value will consider a computation of expenses associated with the disposal of surplus property. These expenses may include advertising, auction costs, storage, and other costs.

c) For surplus property in volume with unit values less than \$2,500, if the aggregate total of the property exceeds \$2,500, then estimated market value will be by group.

2. Method of Disposal

Sale of surplus property shall be to the highest bidder or for the highest market value and may be disposed of by sale by public auction, or sealed bid.

a) Auction

Surplus property may be sold at public auction. Public auctions may be conducted by City staff, or the City may contract with a professional auctioneer or electronic auction site.

Sale of surplus property at public auction conducted by City staff must be after giving publication in the official newspaper of the City no later than ten days prior to such auction. The Department Head shall reserve the right to reject any and all bids received for any item.

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In the event the Department Head rejects any and all such bids so received, the item may not be disposed of for a lesser value of the lowest bid rejected.

Abandoned bicycles and unidentified bicycles in possession of the Police Department for six months may be sold at public auction conducted by the Police Department in accordance with Municipal Code Section 7.12.360.

All unclaimed property may be sold at public auction after the period of six months in accordance with Municipal Code Section 11.16.30.

b) Sealed Bid

Sealed bids may be solicited for the sale of surplus property. The Department Head shall reserve the right to reject any and all bids received for any item.

In the event the Department Head rejects any and all such bids so received, the item may not be disposed of for a lesser value of the lowest bid rejected.

c) Selling for Scrap

Surplus property may be sold as scrap if the Department Head deems that the value of its parts exceeds the value of the surplus property as a whole after approval of the City Council. For profit vendors shall include scrap dealers and recycling centers.

d) No Value Item

Where the Department Head determines that property is surplus and of minimal value to the city due to spoilage, obsolescence or other cause or where the Department Head determines that the cost of disposal of such property would exceed the recovery value, he/she shall dispose of the item in such a manner as they deem appropriate and in the best interest of the City considering the ability to recycle. Disposal of no value items must be approved by the City Council.

e) Donation

Surplus property may be donated to any other public agency or charitable organization exempt under Section 501(c)(3) of the Internal Revenue Code.

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(1) Public Agency means the state or any agency or subdivision thereof, any city, county, special district, or school district.

(2) Non-profit organizations are recognized as a charitable organizations exempt under Section 501(c)(3) of the Internal Revenue Code.

E. Accounting for the Disposition of Surplus Property

1. The Department Head will notify the Finance Department in writing of the disposition of all surplus property and attach all supporting documentation.
2. The Finance Department shall make adjustments to their inventories/assets lists showing the disposition of excess property.
3. Copies of all records documenting the Surplus Property process will be kept on file with the City Clerk.

F. Transfer of Ownership and Title

Delivery of the surplus property together with transfer of ownership and title passes upon receipt of the proceeds.

The City Clerk shall cause licenses and title documents to be executed and transferred upon verification of receipt of funds.

G. Surplus Property and Employees

City employees shall not be the purchasers of any surplus real or personal property of the City.

This disqualification shall extend to the family members of such employees and any third persons acting at the direction or request of a disqualified employee where the purchase or sale is intended for the benefit of such employee.

Any exceptions to this policy will only be made at the direction of the City Manager.

Violation may result in disciplinary action up to and including discharge.